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Laura Zucker  
Executive Director

April 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT FUNDS FROM THE COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF LOS ANGELES AND APPROVE  
AGREEMENT FOR SERVICES AND APPROVE APPROPRIATION  
ADJUSTMENT TO ASSIST MANAGING EXPERIENCELA PROJECT  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

Request Board approval for the Executive Director of the Arts Commission to accept funding from the Community Redevelopment Agency of the City of Los Angeles (CRA/LA) in the amount of \$10,000, approve an Appropriation Adjustment for the Arts Commission in the same amount for FY 2010-11, and approve the attached agreement for services to assist managing the ExperienceLA Project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached agreement between CRA/LA and the Arts Commission.
2. Authorize the Executive Director to accept \$10,000 in funds from CRA/LA for assisting with management of the project.
3. Approve an Appropriation Adjustment in the amount of \$10,000 in Services and Supplies, for the Arts Commission for FY 2010-11 to be offset by grant funding.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

16 April 19, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The ExperienceLA Web site promotes entertainment, attractions and community events to County residents and tourists including County-sponsored cultural, recreational and lifelong learning events. ExperienceLA is a vital tool to help drive economic activity, especially cultural tourism, and aid the development of communities. CRA/LA is in receipt of a Metro 2007 Call for Projects grant of \$270,000 matched with City of Los Angeles Proposition C funds of \$67,000 to further develop ExperienceLA Web technologies through 2013. The agreement calls for the Arts Commission to assist with managing the project in partnership with CRA/LA and in coordination with LA, Inc. and Metro during the grant period through 2013.

### **Implementation of Strategic Plan Goals**

Approval of the recommended action is consistent with the County's Strategic Plan Goal 3, Community and Municipal Services, Strategy 1a, Objective 2 to market a directory of cultural, recreational and lifelong learning programs offered by County departments. The County Directory lives on the ExperienceLA Web site and the grant the Arts Commission would assist in managing will upgrade the site to the latest Web standards and increase marketing-related activities.

### **FISCAL IMPACT/FINANCING**

Approve an Appropriation Adjustment in the amount of \$10,000 in Services and Supplies, for the Arts Commission for FY 2010-11 to be offset by grant funding. There is no matching requirement or impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

N/A.

### **CONTRACTING PROCESS**

The proposed agreement between the CRA/LA and the Arts Commission is attached.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This grant award will support the public's access to County-sponsored cultural, recreational and lifelong learning activities.

The Honorable Board of Supervisors

4/19/2011

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Laura Zucker", with a long horizontal flourish extending to the right.

LAURA ZUCKER  
Executive Director

LZ:lc

Enclosures

c: County Counsel  
Ellen Sandt

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 061

DEPARTMENT OF Board of Supervisors

April 19, 2011

## AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

4 - VOTES

SOURCES

Arts Commission  
A01 - BS - 91 - 9050 - 28400  
CRA-Contract Rev-Current Year - \$10,000  
Increase Revenue

USES

Arts Commission  
A01 - BS - 2000 - 28400  
Services & Supplies - \$10,000  
Increase Appropriation

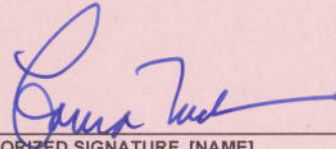
SOURCES TOTAL: \$ 10,000

USES TOTAL: \$ 10,000

JUSTIFICATION

This is to accept funding from the Community Redevelopment Agency of the City of Los Angeles to develop the ExperienceLA Web site in Fiscal Year 2010-11. The ExperienceLA Web site promotes entertainment, attractions and community events to County residents and tourists including County sponsored cultural, recreational and lifelong learning events.

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

  
AUTHORIZED SIGNATURE [NAME]

16 APR 19 2011  
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

  
SACHIN A. HOSSAIN  
EXECUTIVE OFFICER

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

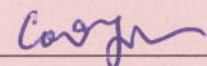
AUDITOR-CONTROLLER

BY

B.A. NO.

175

BY



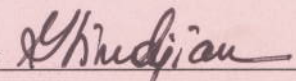
April 5 20 11

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY



April 5 20 11



## GRANT CONTRACT FOR SERVICES

**THIS GRANT CONTRACT FOR SERVICES** ("Contract"), is entered into on \_\_\_\_\_, 2011, by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA, a public body, corporate and politic, organized under the laws of the State of California, with its principal place of business at 1200 West 7th Street, 5th Floor, Los Angeles, CA 90017 (the "CRA/LA") and the LOS ANGELES COUNTY ARTS COMMISSION, a public body under the auspices of the County of Los Angeles, with its principal place of business at 1055 Wilshire Blvd., Suite 800, Los Angeles, CA 90017 ("LACAC").

## R E C I T A L S

**WHEREAS**, The Los Angeles County Metropolitan Transportation Authority ("Metro") awarded original grant funding to CRA/LA in 2001 for the establishment of ExperienceLA.com which debuted in July 2003 with the opening of the Gold Line to Pasadena resulting in a partnership between CRA/LA, LACAC, University of Southern California, City of Los Angeles Cultural Affairs Department, City of Los Angeles Information Technology Department, and LA, Inc. - The Los Angeles Convention and Visitors Bureau ("LA Inc."); and

**WHEREAS**, LACAC's role has evolved to one of co-manager of the ExperienceLA Project as a result of an initial grant from LACAC to create the ExperienceLA event calendar module, a second grant for the redesign of ExperienceLA.com to better integrate the project with LA Inc.'s website, and a third grant to develop ExperienceLA Web 2.0 features and to increase marketing-related activities; and

**WHEREAS**, CRA/LA has made financial investments in the ExperienceLA project since closeout of the first Metro grant; and

**WHEREAS**, the mission of the ExperienceLA Project is to promote entertainment, attractions and community events in traditionally underserved parts of Los Angeles. This in turn stimulates economic activity through the attraction and retention of residents and visitors to facilities, restaurants and associated businesses located in these neighborhoods; and

**WHEREAS**, ExperienceLA.com is a vital tool to help drive economic activity, especially cultural tourism, and aid the development of communities; and



**WHEREAS**, ExperienceLA's Web site optimization into multiple digital platforms will substantially assist in the revitalization of these communities; and

**WHEREAS**, CRA/LA is in receipt of a Metro 2007 Call for Projects grant (\$270,000) matched with City of Los Angeles Proposition C funds (\$67,000) to further develop ExperienceLA Web 2.0 technologies through 2013 (the "Project"); and

**WHEREAS**, on March 9, 2011 CRA/LA entered into a contract (CRA/LA Contract No. 503585) with Civic Resource Group, in accordance with the executed Letter of Agreement with Metro for the ExperienceLA Web 2.0 Project with a grant funded and required work scope for \$370,000; and

**WHEREAS**, LACAC plans to continue to actively manage the Project in partnership with CRA/LA and in coordination with LA, Inc. and Metro during the grant period through 2013, including working toward sustainability, and ongoing stewardship after expiration of CRA/LA Contract No. 503585; and

**WHEREAS**, the CRA/LA Board of Commissioners on March 3, 2011 and the City Council of the City of Los Angeles, California on March 8, 2011 (Council File No. 11-0372) approved the award of this Contract to LACAC in the amount of \$10,000; and

**WHEREAS**, the funds used in the performance of services under this Contract are non-federal or grant funds.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AS FOLLOWS:**

#### **1. Contract Documents**

This Contract consists of this Grant Contract for Services, Exhibit – A, Terms and Conditions for Contract No. 503619 (only), Exhibit B – Civic Resource Group Contract, and Exhibit C – Letter of Agreement (LOA) with Metro. Each of the foregoing together constitute the entire agreement between CRA/LA and LACAC and supersedes all prior written or oral discussions or agreements concerning the matters discussed therein.

#### **2. Representatives of the Parties and Service of Notices**

The representatives of the respective parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows:



1. CRA/LA Representatives. The representatives of the CRA/LA shall be, unless otherwise stated in this Contract:

- a. For Legal Notices and General Contract Administration Matters (e.g., contract modifications, contract language interpretations, etc.):

Ms. Flora O'Brien  
Contracts & Purchasing Manager – Contracts Unit  
The Community Redevelopment Agency  
of the City of Los Angeles, California  
1200 W. 7<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90017  
Email: [fobrien@cra.lacity.org](mailto:fobrien@cra.lacity.org)  
Telephone: (213) 977-1833  
Facsimile: (213) 626-0090

- b. For project management and technical matters, the CRA/LA's Technical Representative shall be:

Mr. Curt Gibbs, Senior Resource Development Officer  
The Community Redevelopment Agency  
of the City of Los Angeles, California  
448 South Hill Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013  
Email: [cgibbs@cra.lacity.org](mailto:cgibbs@cra.lacity.org)  
Telephone: (213) 922-7811  
Facsimile: (213) 617-8233

2. The representatives of the Los Angeles County Arts Commission shall be:

Ms. Laura Zucker, Executive Director  
Los Angeles County Arts Commission  
1055 Wilshire Blvd., Suite 800  
Los Angeles, CA 90017  
Email: [lzucker@arts.lacounty.gov](mailto:lzucker@arts.lacounty.gov)  
Telephone: (213) 202-5858  
Facsimile: (213) 625-1765

and

Ms. Linda Chiavaroli, Director of Communications  
1055 Wilshire Blvd., Suite 800  
Los Angeles, CA 90017  
Email: [lchiavaroli@arts.lacounty.gov](mailto:lchiavaroli@arts.lacounty.gov)





Telephone: (213) 202-5935  
Facsimile: (213) 625-1765

For purposes of technical or project management matters under this contract, the LACAC's Project Manager shall be Ms Linda Chiavaroli or such other persons designated in writing by LACAC.

3. Written Notices. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or delivery by a bona fide mail service and shall be deemed communicated as of the date of receipt (or if rejected, delivery is refused or made impossible due to change of address of which no notice is given, such delivery shall be deemed delivered on the date of such rejection, refusal or attempted delivery).
4. Notification Changes. If the name of the persons designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

### **3. Purpose of the Contract**

The purpose of the contract is to create a formal partnership between LACAC and CRA/LA on management of the ExperienceLA project during the Metro three year grant funded period and to prepare for a formal transition of the Project to LACAC or other successor organization such as LA Inc., at the conclusion of CRA/LA Contract No. 503585, by the development of a sustainability plan for the Project.

### **4. Services to be Performed by LACAC**

1. LACAC shall assist CRA/LA on the management of the CRA/LA grant-funded contract number 503585 with Civic Resource Group and to make recommendations, especially with regard to marketing, public relations, partnership and sponsorship possibilities. LACAC will also review with CRA/LA the detailed work plan for implementation of Tasks 1-9 of the Civic Resource Group contract prior to launch.
2. Work with CRA/LA in coordination with LA, Inc. and Metro, and Civic Resource Group for the management of the ExperienceLA Project with the goal of developing a plan to achieve sustainability during the term of CRA/LA Contract No. 503585. At the beginning of the term of the Contract, Civic Resource Group will present to LACAC and CRA/LA a status report on relationships with current and potential income-generating sources for ExperienceLA as well as a projected self-sustaining budget for the post-grant period and how many sponsors, advertisers, etc. it will take to generate that budget. CRA/LA with assistance from





LACAC will create a timetable for discussions with Metro and LA, Inc. of these income-generating sources for implementation on ExperienceLA. Each quarter, Civic Resource Group will produce a progress report on relationships with income-generating sources. LACAC and CRA/LA will review these reports, make suggestions and assist as needed. If it becomes clear that sufficient progress toward sustainability in 2014 is not being made, a new approach to achieve sustainability will be devised jointly by LACAC, CRA/LA, and Civic Resource Group.

3. At the conclusion of CRA/LA Contract No. 503585, LACAC may assume responsibility for the ExperienceLA Project, or to arrange for another entity such as LA, Inc. or an appropriate and financially capable nonprofit to assume full control of the ExperienceLA Project, and to be entitled to all assets of the ExperienceLA project, with the exception of the domain name, [www.ExperienceLA.com](http://www.ExperienceLA.com), which is owned and controlled by LA, Inc.
4. Notwithstanding prior contributions by LACAC, and the possibility of future contributions after expiration of CRA/LA Contract No. 503585 by CRA/LA, LACAC shall have no requirement to contribute additional funds to the ExperienceLA project during the term of CRA/LA Contract No. 503585 or thereafter.

## **5. Services to be Performed by the CRA/LA**

1. CRA/LA with the assistance of LACAC will manage CRA/LA Civic Resource Group Contract Number 503585 (Exhibit B) that achieves the requirements of Metro as set forth in Exhibit C, Metro-CRA/LA Letter of Agreement (CRA/LA contract number 503331), and will be responsible for all required payments under contract with Civic Resource Group.
2. CRA/LA shall have the responsibility to comply with the requirements of the LOA and has full responsibility for the LOA and Caltrans reporting requirements during the grant-funded period and until closeout of the grant.
3. As it deems necessary, the CRA/LA shall provide appropriate CRA/LA professional staff assistance and take prompt action to ensure proper and timely performance by Civic Resource Group.
4. CRA/LA under its sole discretion shall have the option to extend the Civic Resource Group contract for years 4 and 5.

## **6. Term of Performance**

1. LACAC shall commence services upon execution of this contract.



2. Contract Expiration.

a. This Contract shall expire on June 30, 2014, unless otherwise provided by written amendment hereto.

3. Contract Expiration. Nothing stated herein shall require the CRA/LA to extend the time for expiration of this Contract or shall be construed to excuse the Contractor's failure to complete the work in a timely manner.

4. CRA/LA shall give LACAC thirty (30) days notification of cancellation of this Contract.

**7. Compensation and Method of Payment**

1. LACAC shall receive an amount not to exceed \$10,000 (Ten Thousand Dollars) for co-project management-related services.

2. Method of Payment. LACAC shall submit an invoice to the CRA/LA's Accounting Department at [accounting@cra.lacity.org](mailto:accounting@cra.lacity.org) containing the following information. CRA/LA shall endeavor to pay invoices within thirty (30) days after receipt of and approval of an invoice:

a. The amount due for services to be performed pursuant to the terms of the Contract

b. Contract No. 503619

c. Invoice date

d. Name of CRA/LA Technical Representative named in this Contract (Curt Gibbs)

e. A description of the services to be performed

f. Amount remaining in the Contract

3. If the invoice received contains incomplete information or disputed items, the CRA/LA will advise LACAC in writing what specific information is missing or disputed. The CRA/LA may proceed to process payment for items not in dispute within the timeframe set forth above.

**8. Terms and Conditions**

1. The CRA/LA's Standard Terms and Conditions for Contract No. 503619 are attached hereto and are incorporated into this contract (Exhibit A).



## **9. Indemnification and Insurance**

1. Section 895.2 of the Government Code of State of California imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
2. Pursuant to the provisions of Section 895.4 of the California Government Code, each of the parties agrees to indemnify and hold the other harmless from all liability for damage, actual and alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.
3. The CRA/LA and LACAC indemnifies and holds harmless the other Party for any loss, costs, or expenses that may be imposed upon such other Party by virtue of Government Code section 895.2.
4. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

## **10. Additional Terms and Conditions**

### **1. Conflict of Interest**

- a. No member, official or employee of the CRA/LA or LACAC shall have any personal interest, direct or indirect, in this Contract nor shall any such member, official or employee participate in any decision relating to the Contract which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.
- b. Each Party shall comply with all relevant City, State and Federal rules and regulations with respect to conflicts of interest.
- c. Each Party warrants that it has not been paid or given and will not pay or give to any third person any money or other consideration for obtaining this Contract or benefit from this Contract.

### **2. Discrimination Prohibited**

No person shall, on the basis of race, color, religion, creed, national origin, ancestry, sex, age, disability (actual or perceived), marital status, familial status,



domestic partner status, sexual orientation/preference, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, source of income, or retaliation for having filed a discrimination complaint, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract or Projects.

3. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program

LACAC shall comply with the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, LACAC shall not discriminate in its employment practices against any employee, or applicant for employment because of such person's race, religion, ancestry, color, national origin, sex, sexual orientation, age, physical handicap or any other factor prohibited by California Redevelopment Law (California Health & Safety Code Sections 33000 *et seq.*). LACAC shall comply with the provisions of Los Angeles Administrative Code Section 10.8 through 10.13, to the extent applicable hereto. If this Contract contains consideration in excess of five thousand dollars (\$5,000), LACAC shall comply with the Affirmative Action Program set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. LACAC shall also comply with all rules, regulations, and policies of the Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. LACAC agrees to contact and work with CRA/LA to fulfill the policies referred to within this Section. Any subcontract entered into by the LACAC relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. City of Los Angeles Ordinances

1. This Contract is subject to the applicable provisions of the City of Los Angeles' Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code as amended from time to time; Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time; the Equal Benefits Ordinance (EBO), Section 10.8.2.1 (c) of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code, the Contractor Responsibility Ordinance (CRO), Section 10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code as amended from time to time.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the CRA/LA and LACAC have executed this Contract as of the dates indicated below.

**"CRA/LA"**

THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF LOS ANGELES,  
CALIFORNIA

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City  
Attorney

By: \_\_\_\_\_  
CRA/LA General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christine Essel  
Chief Executive Officer

Date: \_\_\_\_\_

**"LACAC"**

LOS ANGELES COUNTY ARTS COMMISSION

By: \_\_\_\_\_  
Laura Zucker, Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
PAUL H.S. KIM  
Principal Deputy County Counsel